

discipline other than written reprimands contained in Article 9 Discipline for the duration of the pilot.

Advisory Arbitration

Employees may, through the Union, appeal minor discipline that includes suspension to advisory arbitration on a pilot basis for the term of the contract. The pilot shall be reviewed by the parties annually to make any adjustments designed to improve the fairness and efficiency of the process. It is the intention of the parties to implement advisory arbitration of minor discipline not later than January 1, 2010. Negotiations shall continue with respect to the specific procedures for implementation of the pilot. The provisions shall include:

- (a) Only the Administrative Director (or designee) will have the authority to overturn a decision.
- (b) A local hearing will be held before an individual with the authority to make the decision.
- (c) The charges will be served on the employee and union representative, along with all of the available documentary evidence on which the proposed charges are based, within 90 days of management learning of the incident and gathering of the evidence needed to proceed.
- (d) The costs will be borne equally by both parties.
- (e) Arbitration is in lieu of an AOC Hearing.

9. Either party may request a re-opener with respect to the day after Thanksgiving and/or Lincoln's Birthday.

10. Only Side Letter #2 will be attached to the new agreement. Side Letter #2 will be re-numbered as Side Letter #1.

11. Where the parties dispute the legality of any additional provisions such as the Hours of Work Article, such provision will be open to further negotiations between the parties for a period of 6 months from execution of this agreement. Where resolution cannot be reached between the parties, either party may petition the appropriate entity(ies) with jurisdiction over the matter(s) in dispute for resolution (e.g., PERC, NJDOP, etc.).

12. The parties agree that automatic competency based advancement will be eliminated for all employees hired into the Probation Officer title on or after February 1, 2009. Employees hired as Probation Officers before February 1, 2009 will be qualified for automatic competency based advancement provided they meet the competencies, have 5 years of service as a Probation Officer, and do not have serious criminal or disciplinary charges against them. These advancement provisions are in the attached

FOR DISCUSSION PURPOSES ONLY

MEMORANDUM OF AGREEMENT

Between

THE NEW JERSEY JUDICIARY ("JUDICIARY")

And

**THE PROBATION ASSOCIATION OF NEW JERSEY ("PANJ")
CASE-RELATED PROFESSIONAL UNIT**

The existing collective bargaining agreement between the New Jersey Judiciary ("Judiciary") and the Probation Association of New Jersey ("PANJ") the Case-Related Professional Unit (7/1/04 – 6/30/08) shall continue in all respects except as modified below:

1. The duration of the collective bargaining agreement shall be from July 1, 2008 to June 30, 2012.

2. Subject to the State Legislature enacting appropriations of funds for these specific purposes, and within a reasonable time after enactment of the appropriations, across-the-board increases (ATB's) shall be effective upon execution of this agreement and applied to eligible employees at or under the maximum 1 salary. Additionally, the minimums and maximums for each salary range shall be increased by this percentage on this effective date:

First full pay period July 2008	3.0%
First full pay period July 2009	3.0%
First full pay period July 2010	3.5%
First full pay period July 2011	<u>3.5%</u>
	13%

3. The maximum of the salary range for the Basic Level Probation Officer title will be increased by \$3,500.00 effective February 1, 2009.

4. Effective upon execution of this agreement and continuing through the term of the agreement, eligible employees shall be eligible for health benefits pursuant to the State Health Benefits Plan under the new terms and conditions as revised in 2007-2008, including, but not limited to, the new health benefit plans, co-payments, prescription drugs and retiree health benefits. Eligible employees will contribute 1.5% of their annual base salary towards their health benefit premium, regardless of which health plan or level of coverage they choose, effective the first full pay period of July 2008.

5. Effective 7/1/08, the salary progression payable effective pay period 2 of each calendar year for eligible employees, shall be 4.0%, or up to the maximum of the salary

APPENDIX B

This unit includes the following titles:

Probation Officer
Senior Probation Officer
Master Probation Officer
Substance Abuse Evaluator
Family Court Coordinator
Assistant Child Placement Review Coordinator
Bilingual Community Outreach Worker

**APPENDIX A
PROBATION ASSOCIATION OF NEW JERSEY
PROFESSIONAL CASE RELATED UNIT**

1ST YEAR			
	July 2008 Minimum	July 2008 Maximum	July 2008 Maximum 2
Probation Officer	\$40,707.23	\$65,738.67	\$67,908.03
Senior Probation Officer	\$48,439.00	\$81,948.02	\$84,652.30
Master Probation Officer	\$53,761.97	\$86,853.36	\$89,719.52
Substance Abuse Evaluator	\$48,439.00	\$81,948.02	\$84,652.30
Family Court Coordinator	\$48,439.00	\$81,948.02	\$84,652.30
Assistant Child Placement Review Coordinator	\$40,707.23	\$65,738.67	\$67,908.03
Bilingual Community Outreach Worker	\$40,707.23	\$65,738.67	\$67,908.03

2ND YEAR			
	July 2009 Minimum	July 2009 Maximum	July 2009 Maximum 2
Probation Officer	\$41,928.45	\$71,315.83*	\$73,699.25*
Senior Probation Officer	\$49,892.17	\$84,406.46	\$87,191.87
Master Probation Officer	\$55,374.83	\$89,458.96	\$92,411.11
Substance Abuse Evaluator	\$49,892.17	\$84,406.46	\$87,191.87
Family Court Coordinator	\$49,892.17	\$84,406.46	\$87,191.87
Assistant Child Placement Review Coordinator	\$41,928.45	\$67,710.83	\$69,945.27
Bilingual Community Outreach Worker	\$41,928.45	\$67,710.83	\$69,945.27

* Note: The Probation Officer maximums increased by \$3,500.00 as of February 1, 2009.

ARTICLE 33

EMERGENCY CLOSINGS AND SPECIAL OBSERVATIONS

33.1 Essential Employees

Every employee designated as "essential," shall receive notice of such designation each year, by October 31, in accordance with N.J.A.C. 4A:6-2. Notice of such designations will also be provided to the Union.

33.2 Inclement Weather and Other Emergency Closings

- (a) The release of employees, by the Chief Justice or designee, from the workplace due to inclement weather or other emergencies shall not result in a loss of earnings for the hours of release time, however, employees on leave at the time shall not have their leave credit adjusted.
- (b) The Judiciary shall make reasonable efforts to maintain on its web site up to date closings information (to include individual courthouses and ancillary work sites).

33.3 Special Observations

Whenever the Chief Justice declares a special observation of an event of State or national concern, and/or time off for all employees (such as a day preceding or following an existing holiday) and authorizes time off to employees of the Judiciary for the observation of such event, those employees who are required to work during the period of the authorized time off shall be granted monetary compensation or compensatory time off, at management's choice, on an hour-for-hour basis for all time worked.

ARTICLE 31

VOLUNTARY TRANSFER OR RE-ASSIGNMENT POLICY

INTER-VICINAGE TRANSFERS

Basic-Level Positions

An employee in a basic-level career service position with at least one year of permanent service in title may apply for a transfer to another vicinage. The transfer shall require the consent of the Trial Court Administrators of both the sending and the receiving vicinages.

Higher-Level Positions

An employee in a journey or master-level career service position who has successfully completed the probationary period in title may apply for a transfer to another vicinage. The transfer shall require the consent of the Trial Court Administrators of both the sending and the receiving vicinages. The vicinage to which an application is made may at its discretion continue to use vicinage-based advancements or consider the transfer applicant.

RE-ASSIGNMENTS

An employee in a basic-level career service position with at least one year of permanent service in title or an employee in a higher-level career service position who has successfully completed the probationary period in title may apply for a re-assignment to another county within the vicinage or to another division within the county or vicinage. The re-assignment shall require the consent of the Trial Court Administrator. Each re-assignment of an employee within the probation series requires a minimum four-month waiting period before another re-assignment request will be considered. Consideration shall be given to existing employees who are qualified for vacant positions.

PROCEDURES ON RE-ASSIGNMENT AND TRANSFERS

An employee who desires to transfer to another vicinage must put the request in writing to the Trial Court Administrators of both the sending and the receiving vicinages. An employee who desires to be re-assigned to another division or county within the vicinage must put the request in writing to the vicinage Trial Court Administrator. The request will be effective for six months and may be renewed by the employee in writing for additional six month periods. Employees who request transfers or re-assignments may include in their written request the reason they are seeking a transfer or re-assignment. Whenever management intends to fill a vacant position, management shall check the above-described request file and let the local hiring manager know of the request. It is understood that transfers and re-assignments are at management's discretion and as such the provisions of this Article are not subject to the grievance or arbitration procedures in Article 10.

ARTICLE 30

EMPLOYEES WHO LEAVE AND RETURN TO JUDICIARY SERVICE

- 30.1** (a) A career service/classified employee who attains permanent status which currently requires satisfactory completion of a working test period of 4 months that may be extended to 6 months and who resigns in good standing or retires from the Judiciary service and seeks to return to employment with the Judiciary, must make application to be placed on the regular re-employment list pursuant to N.J.A.C. 4A:4-7.10 for the provisions of this Article to be applicable.
- (b) An unclassified employee who resigns in good standing or retires from Judiciary service and seeks to return to employment with the Judiciary may notify the local Human Resources Office of their previous Appointing Authority of their interest in returning to Judiciary employment.
- (c) Re-employment action in accordance with this Article relieves management from the normal recruitment procedures as set forth in Article 22, Work Assignments.
- (d) The foregoing requests must be made and the employee rehired within three years of the date of leaving the Judiciary.
- 30.2** Management retains the discretion, subject to the requirements of Chapter 4 (Selection and Appointment) of N.J.A.C. 4A for career service/classified employees, to rehire bargaining unit employees who resign in good standing or retire from the Judiciary service except as hereinafter set forth applicants who are re-employed shall be treated as new employees.
- 30.3** If an employee is rehired within 270 calendar days from the date of his/her last day in pay status, the employee will be paid the same salary he or she was earning at the time of the employee's separation from Judiciary service along with any across-the-board salary increases paid to bargaining unit members since his or her separation.
- 30.4** Employees rehired beyond the 270 calendar days will be paid pursuant to the terms of the collective negotiations agreement.
- 30.5** Salary increments for rehired employees will be covered by the collective negotiations agreement.
- 30.6** The foregoing provisions do not apply to employees who have not "left" the

**STATE OF NEW JERSEY
THE JUDICIARY
PROCEDURE**

REIMBURSEMENT FOR DAMAGE TO PERSONAL BELONGINGS

CFO	<p>Review the request and supporting documentation. If the request is deemed justified, sign the approval transmittal letter and return entire package to FISCAL.</p> <p>If the request is disapproved, the request is to be forwarded to the ASST DIRECTOR with reasons for disapproval, for final determination.</p>
ASST DIRECTOR	<p>If the request is to be approved, sign the approval transmittal letter and return package to FISCAL.</p> <p>If the request is disapproved, indicate reason(s) and return package to FISCAL.</p>
FISCAL	<p>If the request was approved, forward entire package to the Director, OMB in the Dept. of the Treasury for final approval and processing.</p>
OMB	<p>For approved requests, review request and approval and, if appropriate, process request for payment directly to employee.</p> <p>If not approved, indicate reasons for denial and return package to FISCAL.</p>
FISCAL	<p>For disapproved requests, return entire package with reason(s) for disapproval to VFO, in the case of vicinage employees, or to the employee's SR MANAGER for central office staff.</p>
VFO	<p>For requests originated by vicinage employees, return entire package with reason(s) for disapproval to the employee's SR MANAGER.</p>

**STATE OF NEW JERSEY
THE JUDICIARY
POLICY**

REIMBURSEMENT FOR DAMAGE TO PERSONAL BELONGINGS

PURPOSE	To set forth the criteria by which employees may seek reimbursement from the State for damages incurred to personal belongings in the course of work.
SCOPE	All Judiciary personnel
AUTHORITY	Annual Appropriations Acts Dept. of the Treasury, Office of Management & Budget
EFFECTIVE	November 27, 1995
POLICY	<p>All Judiciary employees must perform all duties with a reasonable amount of caution and care so as to minimize the potential for accidental damage to property of the state, others, or self. Personal belongings brought to the worksite by an employee that are not required for the conduct of business are specifically excluded from this policy. As such, any loss or damage to such articles are the sole responsibility of the employee.</p> <p>In the event that damage occurs to personal belongings despite adequate precautions having been taken, the employee may submit a request for reimbursement of actual costs incurred in repairing or replacing the damaged article, not to exceed \$2,000, by submitting proof that the damage resulted from legitimate business activities and that adequate caution was exercised.</p> <p>The Legislature has given final authority for approving such requests for reimbursement to the Director, Office of Management & Budget (including the Division of Budget & Accounting). As such, the decision of that office is final.</p>
EXCEPTIONS	<p>Employees receiving clothing allowances, whether through contractual agreements or otherwise, are prohibited from filing claims in accordance with this policy when such claims relate to damage to their own personal clothing articles.</p> <p>Claims submitted in accordance with this policy and procedures established hereunder are in lieu of all other claims covering the same item(s).</p>

ARTICLE 27

MAINTENANCE AND TERMS AND CONDITIONS OF EMPLOYMENT

Unless specifically altered by this Agreement, existing practices, as well as the Letter of Agreement entered into between the Judiciary and its employee representatives on December 28, 1994, shall remain unchanged.

ARTICLE 26

POSITION CLASSIFICATION

26.1 Classification Review

(a) Career service employees covered by this agreement who believe they are working out of title may initiate requests for position reclassification utilizing the appropriate position classification form in accordance with N.J.A.C. 4A:3-3.5, Reclassification of Positions. The completed form must be filed with the employee's local Human Resources Office. The local Human Resources Office shall obtain from the employee's supervisor other supporting documentation including an organizational chart for the division showing the reporting relationships for the position for which the reclassification is being sought. The completed forms will be reviewed by the Administrative Office of the Courts Personnel Classification Section, which will forward these documents to the New Jersey Civil Service Commission for a determination. Once a determination has been rendered by the New Jersey Civil Service Commission, the AOC Personnel Classification Section will advise the local Human Resources Office. The local Human Resources Office will notify the employee, the supervisor and the senior manager of the outcome of the request for position reclassification.

(b) Unclassified employees covered by this agreement who believe they are working out of title may complete a position classification form to have their duties analyzed to determine if they are classified in the proper title. The completed form will be filed with the employee's local Human Resources Office. The local Human Resources Office shall obtain from the employee's supervisor other supporting documentation including an organizational chart for the division showing the reporting relationships for the position for which the reclassification is being sought. The completed forms will be analyzed by the Administrative Office of the Courts Personnel Classification Section. The AOC's Personnel Classification Section will send their determination to the local Human Resources Office which will notify the employee, the supervisor and the senior manager.

26.2 Appeal of a Classification Determination

(1) Career Service employees may appeal the CIVIL SERVICE COMMISSION determination to the Merit System Board in accordance with N.J.A.C. 4A:3-3.5.

ARTICLE 24

SAVINGS AND SEPARABILITY

24.1 Separability

If any provisions of this agreement is declared to be invalid or restrained by any operation of law or any tribunal of competent jurisdiction, the remainder of this agreement shall not be affected thereby.

24.2 Savings

If any provisions of this agreement is severed or restrained in accordance with Section 25.1, the parties, upon the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement.

ARTICLE 23

PERFORMANCE ADVISORY SYSTEM

23.1 General Provisions

The Probation Association of New Jersey and the Judiciary are committed to creating a world-class court system and to providing the citizens of New Jersey the highest and most efficient delivery of services in this court system. In order to foster a work environment that promotes these objectives and that ensures a continuing and productive dialogue between the supervisor and employee, the parties agree to the following provisions of a performance advisory system:

- (a) The performance advisory system and form will not include grades or performance ratings or rankings.
- (b) All employees will have the same performance advisory period.
- (c) A mid-year performance advisory meeting and an annual performance advisory meeting will occur each year.
- (d) A uniform performance advisory form will be utilized for all employees covered by this agreement. This form is subject to change by the Judiciary upon 60 days notice to the Union, provided that any such change will relate to the Performance Advisory System and will not be in conflict with the provisions of this Article. In the event the Judiciary receives comments from the Union concerning the proposed changes within 45 days of notice, the Judiciary will consider these comments prior to issuing the revised form.
- (e) There will be a section of the form that will be for the employee's comments. The employee's signature on the performance advisory form shall indicate that the employee has seen the completed form. The employee will be provided with a copy of the signed form at each review.
- (f) Employees may not utilize the grievance procedure to challenge the specific content of the completed performance advisory form. However, an employee who believes that the specific content of the completed performance advisory form does not accurately reflect the employee's work may request a meeting with the next level of management that is above the employee's immediate supervisor. A meeting will be scheduled where the employee may make known his/her concerns to the higher-level manager, and the manager may request that the immediate supervisor attend such meeting. If appropriate, the parties may discuss possible resolution of such concerns. This meeting is not, however, to be considered an appeal or grievance and the union steward will be present only in exceptional circumstances.

ARTICLE 21

PERSONNEL FILES

21.1 Maintenance of Files

(a) The Judiciary shall maintain a personnel file on each employee which shall be maintained in the local Human Resources Office. In the event that more than one file is kept, the employee shall be informed of the whereabouts of the files.

(b) No document of an anonymous nature may be inserted into the file.

21.2 Copies to the Employee

A copy of any document, other than routine personnel matters, that is placed in a file shall be given to the employee.

21.3 Right to Review File

Upon reasonable notice, an employee may inspect the contents of his/her official personnel files. The Judiciary has the right to have such inspection take place in the presence of an appropriate official.

21.4 Confidentiality

The contents of the file shall be maintained on a confidential basis and manner in accordance with existing Judiciary policy and practice.

The Appointing Authority shall in its sole discretion determine which employee(s) shall be laid off if, after application of all tie breakers, two or more individuals remain tied and not all must be laid off.

- E. The Judiciary voluntarily agrees to apply the notice provisions applicable under the Administrative Code for employees in career service titles to unclassified employees, except where a different approach may be justified.
- F. Laid-off unclassified employees shall have no bumping rights.
- G. Laid-off unclassified employees shall be sent copies of all Judiciary job vacancy notices for a period of two years and shall be given due consideration, along with other qualified applicants, if they submit a resume in application for a position and meet the minimum qualifications. The laid-off employee must provide the employer with any address change during the two-year time period.
- H. Appeal of Lay Off

An unclassified employee may file a written appeal based on a claim that the employee's total numerical rating of layoff points was determined and/or applied incorrectly. Such appeals shall be subject to a review of the written record by the Judiciary Review Board with no right to further appeal.

The Judiciary Review Board shall be composed of three members: a Senior Manager selected by the Judiciary, a union official selected by the Union and a neutral third party. The Judiciary Review Board shall be chaired by the neutral third party who shall serve for a one year period, which may be renewed by mutual agreement between the parties. The Union and the Judiciary will mutually agree upon a neutral third party who will serve as the chair and the Judiciary and the Union will each pay one-half of any compensation for the neutral third party's time.

Appeals shall be filed within seven (7) days of receipt of the final notice of layoff. Appeals must specify what determination is being appealed, the reason or reasons for the appeal and the relief requested.

The employee shall have the burden of proof to establish that management's determination of the employee's total numerical rating of layoff points was incorrect or was applied incorrectly.

- 19.3** This article is neither grievable nor arbitrable under Article 10 of this agreement.

ARTICLE 19

LAYOFF AND RECALL

19.1 Layoff Procedures

N.J.A.C. 4A:8-1.1 et seq. shall govern the layoff of career service Judicial employees.

19.2 Layoff of Unclassified Employees

- A. A layoff is defined as a removal of an employee from employment due to the elimination of the employee's position as a result of financial constraints or organizational/operational changes.
- B. Whenever and to the extent possible, the Judiciary will identify all available employment opportunities to avoid layoff by transferring, reassigning or offering to demote employees to available vacancies within the Judiciary, and will notify the union of the layoff and the opportunities to avoid the layoff as far in advance as possible.

The Judiciary shall in its sole discretion determine the number of employees to be separated in each job band, or title series within a job level, in each Appointing Authority based on funding availability and/or local operational needs.

- C. Each Appointing Authority shall consider the following factors when determining which unclassified employees within a job band shall be laid off:
 - 1. Level within a Job Band
 - 2. Seniority within the Judiciary
 - 3. Disciplinary Action Record

(i) Level within a Job Band

Points shall be credited based on the competency level of the employee within the job band, as follows:

Trainee Level	1 point
Basic Level	2 points
Journey Level	3 points
Mastery Level	5 points

The maximum number of points attainable for this category is 5.

(ii) Seniority with the Judiciary

- 1. Points shall be credited based on years of continuous

ARTICLE 18

SICK LEAVE

18.1 All sick leave shall be provided pursuant to the provisions of N.J.A.C. 4A:6 and all applicable laws, regulations and policies of the Judiciary of the State of New Jersey and consistent with the Letter of Agreement. Accordingly, in each full calendar year employees shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with N.J.A.C. 4A:6. Such leave not utilized shall be accumulated. New hires shall be entitled to a pro-rata share of sick leave with pay in accordance with the provisions of N.J.A.C. 4A:6.

18.2 Reporting of Sick Leave

(a) An employee shall, by his/her scheduled starting time, notify his/her supervisor or designated contact person of any absence due to illness.

(b) Failure of an employee to supply proper notification to his/her supervisor or designated contact person may result in :

(1) Denial of use of sick leave for the absence.

(2) Disciplinary action on the basis of abuse of sick leave.

18.3 (a) Leave taken pursuant to the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq. and the Federal Family and Medical Leave Act (FMLA) 29 U.S.C. 2601 et seq. shall not subject an employee to disciplinary action. (See N.J.A.C. 4A:6-1.21(A) and (B) for these leave procedures.)

(b) Medical information necessary for the proper claiming of medical leave under (a), above, shall be kept confidential in accordance with applicable law.

(c) In order to maintain the strictest confidentiality, employees who think they may be entitled to Family and/or Medical Leave or any other leave may contact the local Human Resources Division Manager or designee, to make inquiries and/or apply for such leave.

18.4 Paid sick leave may be utilized and shall be recorded and tracked in hours (i.e., a minimum of one hour and 1/2 hour increments thereafter).

- 16.6** When the vacation allowance for an employee increases based on the employee's years of service during any calendar year, the additional annual allowance will be given for the entire year.
- 16.7** Vacation leave may be granted and shall be recorded and tracked in hours, (i.e., a minimum of one hour and 1/2 hour increments thereafter).
- 16.8** Under normal circumstances, annual vacation shall be granted only with prior approval of the employee's senior manager or designee. Requests for vacation leave shall be submitted in writing as far in advance as possible, and normally not less than two weeks prior to the vacation leave. Requests that do not conflict with operational needs shall not be unreasonably denied.
- 16.9** The principle of seniority shall govern in the scheduling of vacation periods, provided that adherence to such practice does not impede the proper operation of the work unit as determined by the supervisor.
- 16.10** Intermittent days off without pay other than voluntary furlough or furlough extension days shall be aggregated and considered as continuous leave without pay for calculation of reduced vacation leave credits. When intermittent days off without pay other than voluntary furlough or furlough extension days equal eleven (11) working days, the employee's vacation and sick leave credit shall be reduced by one-half of one month's entitlement.
- 16.11** Part-time employees covered by this Agreement shall be entitled to a proportionate amount of paid vacation leave which shall be subject to the above provisions.

ARTICLE 15

USE OF AUTOMOBILES AND TRAVEL REGULATIONS

15.1 State Travel Regulations

Employees use of automobiles and attendant matters, including meal allowances, shall be governed by the State Travel Regulations issued by the State of New Jersey, Department of Treasury, as adapted by the Judiciary.

15.2 Notice of Any Changes

The Judiciary shall notify the Union of any changes in the State Travel Regulations as adapted by the Judiciary and will respond to a request for a meeting by the Union to discuss the changes. Any such meeting that may occur is for the purpose of exchanging information and discussing concerns that may exist, but shall not impact on the right of the Judiciary to implement such changes and shall not create an obligation to negotiate over such changes. To the extent the Union becomes aware of any changes in State Travel Regulation, it will notify the Judiciary of same.

15.3 Overnight Travel

If the Judiciary authorizes two employees to travel and stay overnight in a double room and the employees agree to get each a private room, the Judiciary will reimburse each employee for up to one-half ($\frac{1}{2}$) of the amount that the Judiciary would have spent on the double room but not more than the actual cost of the room.

ARTICLE 13

NO STRIKE, NO LOCKOUT

- 13.1** The employees and the Union agree not to institute or engage in or support any strike, work stoppage, slowdown or other similar action by employees covered by this Agreement.
- 13.2** No lockout of employees shall be instituted or supported by the Judiciary.

ARTICLE 11

EFFECT OF NEGOTIATIONS

11.1 Maintenance of Terms and Conditions of Employment

Unless specifically altered by this Agreement, the Letter of Agreement entered into between the Judiciary and its employee representatives on December 28, 1994 shall remain in effect unchanged.

11.2 Terms of Agreement

The term of this Agreement shall be 7/1/08 to 6/30/12 subject to the re-opener provisions as herein set forth.

connection with grievances, such as for the amicable resolution of them, meetings in connection with such time spent shall not be charged to Union Release time. If a PANJ representative who is not an employee makes the presentation at Step 3 or Step 4 hearing, preparation time by the President or First Vice President should not duplicate the efforts of such non-employee representative. In the normal course, there shall not be duplication of preparation and investigation used for the Step 3 hearing at the Step 4 hearing. Travel time is included in connection with preparation and investigation and attendance at hearing. So long as the President is not working full time for the Judiciary or is on a full time leave of absence, there are no limitations on his time. If more than one Step 3 or Step 4 hearing is scheduled for the same day or the First Vice President is unavailable to attend to such Step 3 or Step 4 hearing, another statewide official may be designated by the Association to attend to such Step 3 or Step 4 hearing and he/she shall follow the same release time procedures as set forth herein.

Subject to the provision set forth elsewhere in the Article the Union steward, Union official, or Union designated attorney, or non-employee representative, along with the grievant and any reasonably necessary witnesses designated by the Union, shall have the right to be present beginning at Step 2 of the Grievance Procedure and thereafter. The grievant and the Union steward and a non-employee representative of the Union shall have the right to be present at Step 1. Notwithstanding this, the Union may limit the right of a specific grievant to be present at any step other than Step 1. The Union steward and Union official (except at Step 1 unless the Union official is involved with the consent of the Judiciary) and the grievant shall have time off without loss of pay in reasonable amounts, limited however, at Step 1 only, to one hour per person except for extraordinary situations, to investigate grievances and to interview witnesses. The Union steward and Union official and grievant and witnesses shall also have reasonable amounts of time off without loss of pay to appear at meetings and hearings involving the complaint or grievance. The Union steward and Union official shall have the right to use employer facilities and equipment in this regard, reasonably and subject to availability, with reasonable notice given where appropriate. Grievance hearings or meetings shall be held during normal working hours unless mutually agreed otherwise. If mutual agreement is reached to hold a grievance meeting or hearing outside of normal working hours, that agreement may include a provision for compensatory time equal to the additional time required, but such time shall not be considered time for the computation of overtime. This time off shall include necessary travel time. An employee witness at a hearing shall be produced and shall have time off without loss of pay including travel time to appear at such meeting or hearing, and to be interviewed in preparation therefore. Witnesses may be heard and appropriate records received provided, however, that at Steps 1 and 2 witnesses from outside of the vicinage in which the complaint or grievance is being considered, shall be used with the consent of the other vicinage, which consent shall not be unreasonably withheld.

Section 4. Miscellaneous

A hearing shall include the right to examine and cross-examine witnesses to

employee or a group of employees. Where the subject of a grievance suggests it is appropriate and the parties mutually agree, the Union may submit a grievance either within the time limits referred to above at any Step of the grievance procedure without a hearing at the lower Step or initially at Step 3, except that a grievance filed initially at Step 3 with the Counsel's Office must include the written consent of the Chief of Labor and Employee Relations or the Trial Court Administrator. Agreement shall not be unreasonably withheld. A grievance initially submitted at Step 3 shall be submitted within thirty (30) business days from the date of occurrence giving rise to the grievance or within (30) business days of the date the Union reasonably should have known of the action being grieved. Prior to arbitration a grievance shall be heard at least at the Step 3 hearing level unless such hearing is denied by the Judiciary. The time limits set forth above for a grievance submitted at the Step 3 level, shall be used for a Union grievance.

4. An individual employee involved shall be entitled to be present and to use the grievance procedure at Steps 1 and 2, and at other steps with the consent of the Union and to be represented by the Union in accordance with the provisions hereof. Neither the employee nor the Union shall be coerced, intimidated or suffer any reprisal as a direct or indirect result of the use of the Grievance Procedure or representation during the Grievance Procedure.

5. Unless otherwise provided herein, a grievant may represent himself/herself throughout this procedure. In such case, the Union shall have the right to be present, to state its views at all steps of the grievance procedure and to receive all dispositions of the grievance.

6. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee, except as mandated by law. The Union's decision to request the movement of a grievance at Steps 3 and 4 or to terminate the grievance at Steps 3 and 4 shall be final.

7. The Judiciary and the Union shall, upon request, make available to the other party appropriate and/or reasonable information in its possession which the other party needs to properly process the grievance and shall make this information available promptly.

8. Grievance decisions at Step 1 and Step 2 shall not constitute a precedent in any arbitration or other proceeding unless there is specific agreement to that effect made in writing by the Union and by the Chief.

9. The Union may amend a grievance at Step 2 for the purpose of clarification but not to materially alter the nature of the grievance or to include additional issues.

Step 2. If the complaint or grievance is not resolved at Step 1, the grievant or the Union may, within ten (10) business days of receipt of the disposition of Step 1, or if no disposition or decision has been made within fifteen (15) business days of presentation of the Step 1 complaint or grievance, submit the grievance in writing to the Trial Court Administrator or his/her designee. A copy of the appeal shall be forwarded by the Trial Court Administrator to the Union and to the Chief of Labor and Employee Relations of the Administrative Office of the Courts.

A meeting or hearing to be determined by either party between the TCA and his/her designee and the grievant shall be scheduled within ten (10) business days of receipt of the appeal unless reasons for not doing so are provided to the grievant(s) in writing. A written disposition of the complaint or grievance shall be given to the grievant and the Union within ten (10) business days of the meeting or hearing. A copy of this disposition shall be forwarded to the Chief of Labor and Employee Relations of the Administrative Office of the Courts.

Step 3. If the complaint or grievance is not resolved at Step 2 of this procedure, then the Union, or the grievant with the consent of the Union may, within ten (10) business days of receipt of the disposition of Step 2, or if no disposition or decision has been made within twenty (20) business days of the presentation of the Step 2 complaint or grievance, submit the complaint or grievance to the Counsel to the Administrative Director of the AOC. A hearing shall be scheduled by the Counsel, unless waived by the Union, within twenty (20) business days of receipt of the appeal. The Counsel shall assign a hearing officer and shall render a disposition of the complaint or grievance within fifteen (15) business days after the hearing. A copy of the disposition shall be simultaneously forwarded to the grievant, the Union, and the Chief of Labor and Employee Relations of the Administrative Office of the Courts.

Step 4. Arbitration

A. If a contractual grievance is not satisfactorily resolved at Step 3, then arbitration may be requested only by the Union through its designee within thirty (30) business days from the date the Union received the Step 3 decision or if no disposition or decision is received within forty-five (45) business days of the submission of the appeal. Said request shall be filed with the Counsel's Office.

B. The parties herewith agree upon the following panel of arbitrators: Robert Glasson, Jeffrey B. Tener, James Mastriani, or Joan Parker. This panel may be changed or expanded by agreement between the parties. Each member of the panel shall serve in turn alphabetically as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. If an arbitrator ceases to serve on the panel, the parties shall

I. Chronic and/or Excessive Absenteeism and Lateness

Effective January 1, 2005, the following procedures, which shall not be unreasonably delayed by either labor or management, shall govern the administration of appropriate discipline involving chronic and/or excessive absenteeism and lateness. All notices and memoranda issued pursuant to this section shall be served on the employee and placed in the employee's personnel file. As part of these procedures the affected employee may file written comments for insertion into the employee's personnel file.

Chronic and/or Excessive Absenteeism and Lateness – If over an extended period of time an employee is chronically and/or excessively absent or late, the supervisor shall issue a Conference Notice requesting a meeting with the employee and a Union representative, unless the employee specifically declines Union representation, to discuss the employee's chronic and/or excessive absenteeism or lateness. Such meeting shall occur within ten (10) business days, unless extended by mutual consent of the parties. Appropriate employee assistance options, or other considerations, such as FMLA, may be a result of this discussion. When appropriate, the manager or supervisor shall issue a Notice of Disciplinary Action. To appeal the Notice of Disciplinary Action, the parties shall proceed in accordance with the above discipline procedures.

H. Miscellaneous Provisions Regarding Discipline

1. The parties will work toward the development and implementation of discipline that is uniform throughout the Judiciary and the vicinages so that the standards for discipline and the imposition of discipline shall not vary from vicinage to vicinage or county to county. In addition, the concept of progressive discipline shall be followed except with respect to unclassified employees serving a probationary period. Where the Union identified specific situations where different standards are implemented for the same offense, the Judiciary will immediately take steps to reconcile the differences.

2. Neither minor nor major discipline is subject to the grievance and arbitration provisions of this agreement but classified employees may appeal a decision on major discipline to the Merit System Board in accordance with Civil Service Commission regulations. If, however, the Association feels that the provisions regarding disciplinary procedures are violated, it may make use of the grievance procedure or, provided this does not unduly delay the hearing, have immediate access to the Counsel to the Administrative Director or the Counsel's designee who shall immediately convene a meeting as to such claim and may grant immediate relief involving such claim. The identity of such person in the Counsel's office who shall be available to the Association at all times, shall be provided in writing to the Association.

3. If a charge or claim of misconduct is made by the Judiciary against an employee, the employee shall be entitled to a representative of the Association as a witness or as an advisor during any interrogation of the employee or meeting with the employee concerning such charge or claim. No recording of such proceedings shall be made without notification to the parties. If a recording is made, the other party may request and receive a copy of such recording. In the event the Judiciary brings disciplinary charges the employee or the Association with the employee's written consent shall immediately receive all information in the possession of the Judiciary including statements of persons making the claims, identification of such persons, and all written information regarding the claim. There shall be no presumption of guilt.

Where an employee is interrogated during the course of a formal investigation, the copies of any charges shall be provided to the employee who shall be advised of the nature of these charges in addition to the information required in the preceding paragraph and shall be entitled, as aforesaid, to have a representative of the Association present as a witness or as an advisor during any interrogation or meeting concerning such charges.

4. An employee shall not be disciplined or punished for acts which were known to the Judiciary more than one year prior to the service of a notice of a disciplinary charge except those which would constitute a crime or those which

and any appeal therefrom to the hearing officer or the Merit System Board as applicable is finally adjudicated.

E. General Provisions

1. The Judiciary shall, upon request and with written consent of the disciplined party, provide copies of all documents and other information which will be relied upon by the Judiciary in the departmental hearing, provided that any proprietary information not relevant to the proceeding which is contained in any document which is confidential and which pertains to a client or employee of the Judiciary may be deleted from the documents. The Judiciary shall provide discovery to the Union as soon as may be reasonably practicable, but in no case less than five (5) working days prior to a hearing. Upon request, the Union shall also disclose any relevant documents in possession of the Union or the employee and witness names, and a brief synopsis of their testimony, which it intends to introduce at the hearing as soon as may be reasonably practicable, but in no case less than two (2) working days prior to a hearing.

2. Neither the employee nor the Association or its representatives shall be coerced, intimidated or suffer any reprisal as a direct result of the use of the disciplinary procedure.

3. Where the Judiciary imposes or intends to impose discipline and prior to its imposition, written notice of such discipline shall be given to the employee and to the Local Union. Such notice shall contain the charges and specifications. The nature of the discipline sought shall also be set forth. The Union shall provide the Judiciary with the identity of the official of the Local who is to receive such notices.

4. An employee shall receive a hearing with regard to such discipline providing that such request is made in writing within ten (10) business days of receipt of the notice of such discipline. For purposes of this Article business days shall exclude Saturday, Sunday and holidays. Hearings of minor discipline involving written reprimands shall be conducted by a local hearing officer. A disciplinary hearing involving suspensions shall be conducted by a hearing officer assigned from the Administrative Office of the Courts. Such disciplinary hearings shall be conducted within thirty (30) calendar days after receipt of such request for a hearing unless mutually agreed otherwise. The Judiciary shall render a written decision within twenty (20) calendar days after the completion of the hearing unless mutually agreed otherwise. The hearing officer shall conduct the hearing in a manner which allows the parties separately to fairly present the case and such officer shall not be a witness or party in the proceedings. One person shall serve as the spokesperson for the employee and one person shall serve as the spokesperson for the Judiciary. The location of the hearing shall be in the location where the discipline occurred and in a separate room where

that the retiree completes the designated Health Risk Assessment form at the time of retirement, participates in the annual health assessment, and participates in any individualized health counseling, follow-up, or program developed for that individual. There shall be an annual verification from the appropriate person at the Retiree Wellness Program that the retiree is participating as required.

- (e) Those employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2012 will be subject to the provision of paragraph (d) above, unless superseded by collective negotiations or law.
- (f) All retirees who elect approved HMO's may choose only one family policy, regardless of retirement date.
- (g) Employees hired on or after July 1, 1995, will not receive any reimbursement for Medicare Part B after retirement.
- (h) Employees who elect deferred retirement are not entitled to health benefits under this provision.

8.3 Benefits Levels and Continuation of Coverage

The Judiciary will initiate no reduction in benefits or increases in coinsurance, co-payments or deductibles paid by employees participating in (a) NJ DIRECT or an HMO, (b) Prescription Drug Plan, (c) Dental Care Plan, or (d) Eye Care Program, absent mutual agreement between the Judiciary and the Union during the term of this agreement.

8.4 Video Display Operators

Full-time employees who operate Video Display Terminal (VDT) machines on a full-time basis shall be eligible for annual eye exams. Such employees shall also be eligible for reimbursement for the cost of glasses, should there be a change in the employee's lens prescription. Reimbursement rates are those established in the State's Vision Care Program.

participating employee authorizes a biweekly salary deduction not to exceed 50% of the cost of the coverage for a one-year period. Employees will be able to enroll in only one of the two programs or in no program at all.

D. Eye Care Program

1. It is agreed that the coverage under the Eye Care Program shall provide for a \$40.00 payment for regular prescription lens or \$45.00 for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days. Effective July 1, 2005, the eyeglass benefit will increase by \$5.00 pursuant to the current biannual formula.
2. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35.00 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.
3. Each eligible employee and dependent may receive only one payment for examinations and one payment for glasses during each of the 24-month period beginning July 1, 2003. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

8.2 State Health Benefits Program for Retirees

- (a) The State agrees to assume upon retirement, the full cost of the Health Benefits coverage for State employees and their dependents including the cost of charges under Part B of the Federal Medicare Program for eligible employees and their spouses, but not including survivors, for employees who accrued 25 years of pension service credit, as provided under the State plan, by July 1, 1997, and those employees who retired for disability on the basis of fewer years of pension credit in the State plan by July 1, 1997.
- (b) Those employees who accrued 25 years of pension service credit or retired on a disability retirement during the period from July 1, 1997 through June 30, 2000 are eligible to receive the following when they retire:
 - (1) Employees in this group who elect upon retirement to enroll in the PPO (NJ DIRECT15) or any of the approved HMO Plans shall not have to contribute to the cost of any premium for health insurance

Furthermore, two SHBP members cannot both cover the same children as dependents under both of the SHBP HMO plans.

In cases of divorce, dissolution of a civil union or domestic partnership, or single parent coverage of dependents, there is no coordination of benefits under two HMO plans.

5. Effective July 1, 2008, in-network doctor visit co-pays, including specialist co-pays, will increase from \$10 to \$15. There will be a co-pay of \$15 for the first in-network prenatal visit; subsequent in-network prenatal visits are 100% covered. The emergency room co-pay will increase from \$25 to \$50, which is waived if the individual is admitted.
6. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.
7. Effective January 1, 1996, consistent with law, the State will no longer reimburse active employees or their spouses for Medicare Part B premium payments.

B. Prescription Drug Program

1. The State shall continue the Prescription Drug Benefit Program during the period of this Agreement. The program shall be funded and administered by the State. It shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the State from funds provided for the Program subject to a deductible provision which shall not exceed the amount set forth below for the prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program.
2. Prescription drug copays will be as set forth below. Changes will be effective July 1, 2008.

Non-Mail Order

Tier 1 (Generics) -- \$3

Tier 2 (Brand names where there is no generic equivalent and brand names where the employee's doctor certifies that the employee is medically unable to take the generic version of the medication) -- \$10

who do not have serious criminal or disciplinary charges against them shall be advanced to the journey level (Senior Probation Officer).

All employees hired at the basic level (Probation Officer) on or after February 1, 2009, shall be eligible to be advanced to the journey level (Senior Probation Officer) upon meeting the requirements for advancement and subject to the existence of a Senior Probation Officer opening. Management has the exclusive right to select an employee for advancement from all employees within the qualified pool for the level of the position.

D. Advancement from Journey to Master Level:

Employees who achieve a minimum length of service of five (5) years at the journey level or a combined ten (10) years at the basic and journey level and who meet the competencies needed for advancement on the career progression instrument shall be eligible for advancement to Master Probation Officer, subject to the existence of a Master Probation Officer opening. Effective July 1, 2001 the salary increase for advancement to Master Probation Officer shall be 5%.

E. Acting Appointments

The Judiciary may make "acting appointments." Employees appointed to serve in an acting capacity in a professional supervisory position shall receive a 5% promotional increase to their base salary or the minimum of the salary range, whichever is greater (but not more than the maximum of the salary range) for the time period the employee serves in an acting capacity. This section should not be construed as replacing normal recruitment procedures.

7. 7 Demotions

A. An employee who had previously been promoted and is subsequently demoted from a position in one salary band level to a position in another salary band level with a lower maximum salary may have a salary reduction up to the maximum of the original promotional/advancement dollar increase. Management has the discretion to decide whether a salary reduction is appropriate, up to the maximum as previously outlined. Notwithstanding the above, no employee shall earn more than the maximum of the new salary band level.

B. An employee who had never previously held a position in a lower title and is demoted from a position in one salary band level to a position in another salary band level with a lower maximum salary may have a salary reduction of up to 5%. Management has the discretion to decide whether a salary reduction is appropriate, up to the 5%. Notwithstanding the above, no employee shall earn more than the maximum of the new salary band level.

B. Minimums and Maximums

1. The minimum and the maximum salaries for every title listed in Appendix A shall be increased by the amount of the across-the-board salary increase. On pay period 15 of 2007 the maximums of each salary range shall be increased by an amount that is functionally equivalent to the amount that the Executive Branch of State Government increased the salary ranges when it created the 10th step of the salary ranges (i.e. 3.3%). An employee who has been at the maximum for at least 24 full calendar months as of pay period 2 in any calendar year will be advanced to maximum 2 (i.e., 3.3% above the maximum) to be effective at the beginning of that pay period.

Notwithstanding the across-the-board salary increases noted above, no employee shall have his annual salary increased above the maximum for the salary range in effect for his/her band and level.

2. The maximum of the salary range for the basic level probation officer title will be increased by \$3,500.00 effective February 1, 2009.

7.3 Salary Progression within a Salary Band/Level

Commencing on the first day of the second pay period of each calendar year, employees who are not at the maximum of their salary range and who have the minimum length of service required for salary progression shall have their salaries increased in accordance with the following:

Effective pay period 2 of each calendar year, employees who have at least one year of service completed as of December 31 of the prior year shall have his/her annual base salary increased by 4.0% or to the maximum of the salary range, whichever is less. This shall be in addition to the salary adjustment outlined above. Notwithstanding the above, no employee will have his/her annual salary increased above the maximum.

7.4 New Hires and Employees on Leaves of Absence

1. New employees hired from January 1 of the previous year through June 30 shall be eligible to receive a pro-rata portion of the salary increment described in 7.3 above. Thereafter, these employees shall be on the normal January cycle.
 - a. A pro-rata portion equals 1/12 of the full amount of the salary increment for each full month worked.
 - b. Employees who begin employment on the first through the eighth day of a month receive full credit for the month; employees who

ARTICLE 6

MEMORANDA OF AGREEMENT

Any memoranda of agreement between the parties shall be binding to the same extent as if incorporated herein.

few, if any, problems, but once received the committee will act expeditiously (even by telephone) to make its recommendations.

(d) Schedules for flexible and for alternate work weeks shall be issued 30 days in advance. (In the event an employee is required to work additional hours beyond the established schedule, then the employee at his or her option may voluntarily elect to flex the time or receive overtime consistent with the term of this agreement, unless work load demands prevent flexing the additional times, in which event the overtime provisions of this Agreement shall apply.)

5.2 Overtime

(a) Overtime for work performed in excess of 35 hours per week shall be at straight time up to 40 hours per week, except as otherwise provided for herein for "beeper" or "on call" duty, and time and one-half after 40 hours. For purposes of overtime, all time in pay status, whether worked or unworked (i.e., vacation, sick, administrative leave time or compensatory time used), shall be regarded as time worked. Payment for all such overtime shall be in compensatory time or cash as determined by the employer. At the employee's request, however, the Supervisor will make note of the employee's preference for overtime payment either in cash or compensatory time. The Judiciary shall make the determination on such request and communicate it to the employee no later than two weeks from the time the overtime is worked. Scheduling of night reporting remains a management prerogative, and prior practices of compensation for night reporting shall be eliminated and replaced by the provisions set forth in this Agreement. Effective March, 1998, existing compensation for special programs shall be eliminated and thereafter compensation for such programs shall be compliant with the terms of this Agreement and the FLSA.

(b) Overtime opportunities within a job title, within the work unit, shall be offered as equitably as reasonably practicable among available, qualified employees using a rotating overtime list in order of seniority within the title. Overtime shall first be offered to employees in the title within the work unit and then to other qualified employees. This provision shall not require displacement of an employee from his or her normal work assignment.

(c) Employees are expected to be available for a reasonable amount of overtime work. An employee who refuses an overtime assignment with a reasonable excuse will not be subject to discipline.

(d) Payments for carrying beepers or otherwise being required to remain on call shall be eliminated and replaced by payment for time actually worked at a time and one half rate of pay which shall be applicable even for hours worked between 35 and 40 and shall be paid in cash.

- (e) PANJ is not limited to include only the foregoing information in its communications to persons subject to the fee.
- 2. The majority representative shall provide a copy of the demand and return system referred to in (b) above to the Administrative Director or his/her designee.

F. Judiciary and State of New Jersey Hold Harmless

The Union hereby agrees that it will indemnify and hold the Judiciary and the State of New Jersey harmless from any claims, actions or proceedings brought by or on behalf of any employees in the negotiations unit which arises from an agreement to deduct made by the Judiciary in accordance with this provision. Neither the Judiciary, the State of New Jersey nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or re-entry of the employee into the unit.

If violations of any time frame occur regarding representation fee deduction, and they are brought to the attention of the Judiciary, the Judiciary shall review the matter and solve the problem on a prospective basis.

G. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by the Rules of the Public Employment Relations Commission Appeal Board.

agency fee program is predicated on the demonstration only as of January 1 of each year by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Union.

If the agency fee is discontinued, an assessment shall be made on each quarterly date, i.e., January 1, April 1, July 1, or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded, the agency fee plan shall be reinstated with proper notice from the Union to affected employees.

B. Amount of Fee

Prior to January 1 each year, the Union will notify the Judiciary in writing of the amount of regular membership dues, and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with Article 8 above.

The representation fee in lieu of dues shall be in an amount equivalent to 85% of the base PANJ membership dues, fees and assessment charged by the majority representatives to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

C. Deduction and Transmission of Fee

After verification by the Judiciary that an employee must pay the representation fee, the fee will be deducted for all eligible employees in accordance with this article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular membership dues to the Union.

The representation fee shall be deducted from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

D. Demand and Return System

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share

ARTICLE 4

UNION SECURITY

4.1. Dues Deduction

- A. Pursuant to the provisions of N.J.S.A. 52:14-15.9(e), the Judiciary agrees to have Union dues (Union dues are defined as regular dues, fees, and assessments, including special assessments) which will be deducted from the regular paycheck of any employee whose written authorization is submitted to the local vicinage Human Resources Office. There may be an additional voluntary amount deducted in each county. Within three (3) work days after receipt of the form, the vicinage Human Resources Office will forward it to the Centralized Payroll Section, Department of the Treasury. Dues deduction will be reflected in the paycheck for the current pay period, provided the form is received in Centralized Payroll at least seven (7) calendar days prior to the end of the pay period, otherwise to be reflected in the next pay period. If violations of these time frames are brought to the attention of the Judiciary, the Judiciary will review the matter with appropriate officials and resolve the problem at the earliest date possible, and report back to PANJ in writing if the request is made in writing as to the status of the matter in question.
- B. Dues deductions for any employee in this negotiating unit shall be limited to PANJ. Employees shall be eligible to withdraw such authorization only as of July 1 of each year provided that the notice of withdrawal is timely filed between May 15 and June 15 of the year in which the withdrawal is to take effect, with the vicinage Human Resources Office. Membership status is to be dropped only through a signed withdrawal card, termination of employment, or promotion/demotion to a non-PANJ represented position.
- C. Dues so deducted shall be deducted from paycheck as per each regular payroll payment, and shall be transmitted to the Secretary/Treasurer of PANJ with a listing of the employees and social security number, payroll number, with a separate payroll number for each county, separated by county, and deduction amount, as to whom each deduction is made.
- D. The Union shall certify to the AOC Human Resources Office the amount of Union dues to be deducted, and any change in the dues structure at least thirty (30) days in advance of the requested date of change. The change shall be reflected in payroll deductions no later than three (3) pay periods after receipt of the request.

F. Union Leave

(A) Paid leave for union activity. Effective July 1, 2004 and for the remaining term of this Agreement the Judiciary shall provide an aggregate of one hundred and seventy five (175) paid leave days per calendar year for employees in the bargaining unit designated by the Union to attend meetings, conventions, workshops, union training, or other union activities. Requests for such leave shall be submitted, in writing, and on notification forms provided by the Judiciary with authorization of the appropriate union representative. The Union may request up to an additional twenty five (25) days paid leave per year which shall be granted where reasonably required. Reasonable maximum limitation not to exceed 25 days per calendar year for such leave for any individual may be imposed.

G. Unpaid Leave for Union Activities

In addition to paid Union leaves, employees designated by the Union may request unpaid leaves for Union activities, subject to approval by the Judiciary. Such approval will be considered in the context of the operations of the Judiciary as well as the amount of leave requested by any individual. Such approval shall not be unreasonably denied.

H. Leave for Union Office

Any employee elected or appointed to Union office shall be permitted to take an unpaid leave of absence for all or part of the duration of his or her tenure in office in accordance with CIVIL SERVICE COMMISSION regulations. Such leave shall be subject to the approval of the Judiciary and shall be renewed at the beginning of each calendar year. Such approval shall not be unreasonably denied.

I. Conference Time Off

In addition to any other days off provided for herein, time off with pay will be granted for employees in the unit to attend the annual training conference of the Association which usually takes place in Atlantic City, subject to staffing requirements. Normally, this conference extends for two working days. In addition to the foregoing, Association representatives shall, collectively, have a total of ten days off with pay in connection with preparation for the conference. The Judiciary and the Association shall, during the term of this Agreement, cooperate in support of the conferences as they have in the past. Employees attending this conference shall not be entitled to overtime or compensatory time payments while attending said conference.

ARTICLE 3

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Judiciary agrees to furnish to the Association in response to reasonable requests from time to time upon request all reasonably appropriate and available non-confidential information concerning Judicial programs and the financial resources of the Judiciary, including but not limited to: caseload - workload size, number of probation officers, State of New Jersey annual financial reports, proposed and final budget reports as outlined in the Governor's budget message to the Legislature, requests for non-confidential fiscal information which are reasonable, agendas and minutes of all labor-management committee meetings consistent with the rules of such committees.

B. Released Time for Meetings

Whenever any representative of the Association or any probation officer participates during working hours in negotiations, grievance proceedings or disciplinary proceedings as set forth in the Grievance and Disciplinary Articles of this Agreement, or any Judiciary requested conferences or meetings, including but not limited to Committee meetings, he/she shall receive time off without loss of pay not chargeable to general association representative time off as set forth elsewhere herein.

C. Use of Buildings and Equipment

The Association steward(s) and Association officer(s) shall have the right to use employer facilities and equipment and have access to the employer's premises, reasonably and subject to availability, with reasonable prior notice given to the TCA/Senior Manager or his/her designee, in connection with the performance of their duties as Association representatives such as in connection with negotiations, grievances, or discipline. The Association steward is defined as the local Union representative(s) in the County. The Association officer(s) is defined as the statewide representative(s). The Association shall provide to the Judiciary in writing, the name of the duly authorized representatives who may request said access.

The Association shall have the right to reasonable use of telephone and inter-office mail (including e-mail) and office mailboxes for matters relating to Union representation. Use of telephone, interoffice mail, e-mail and mailboxes shall be consistent with Judiciary Policies. The Association will be given 30 days notice of any proposed changes in any of these policies. Union representatives shall exercise rights provided for herein without unreasonable interference with Judiciary operations. A

ARTICLE 1

RECOGNITION

- 1.1 Exclusive Representative.** The Judiciary recognizes the Union as the exclusive representative for the following unit:

Included: All non-supervisory, case-related professional employees employed by the New Jersey State Judiciary, in all trial court operations (from the courtroom to probation to case management) who have caseload responsibilities. This unit includes the following titles: (see Appendix B).

Excluded: Managerial executives, confidential employees, supervisory employees within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13a-1 et seq., police employees, firefighting employees, craft employees, non-professional employees, law clerks, non-case related professional employees, all employees included in other Judiciary employee negotiations units and all other employees of the Judiciary.

The Judiciary further agrees that it will not recognize, negotiate collectively with, or enter into contractual relations, either written or oral, with any other labor organization with respect to the negotiations unit covered by this Agreement.

- 1.2 Unit Composition.** Whenever new titles are proposed, the Judiciary shall notify the Union in writing regarding proposed unit designation, job duties, classified or unclassified status and hours of work, simultaneous with their request to the NJ Civil Service Commission to establish such titles. If the parties do not agree concerning inclusion of the title in an appropriate unit, the dispute may be submitted to PERC for determination. If an existing title is proposed to be eliminated or changed, the Judiciary shall also notify the Union in writing simultaneous with their request to the NJ Civil Service Commission to eliminate or change an existing title.

- 1.3 Preservation of Unit Work.** No work which is customarily performed by employees in the Union's bargaining unit shall be assigned to employees outside the unit represented by the Union, except in emergency situations. The parties agree that complaints and grievances relating to this clause shall be outside the grievance process and will be handled directly by the Union and the Administrator of the Labor and Employee Relations Unit of the Administrative Office of the Courts.

